

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In Re: : Bankruptcy No. 19-17530-mdc
Aquilla L Mizelle f/k/a Aquilla L Brewer : Chapter 13
Debtor :
: Carvana, LLC :
: Movant :
: vs. :
: Aquilla L Mizelle f/k/a Aquilla L Brewer :
: Debtor/Respondent :
: and :
: William C. Miller, Esquire :
: Trustee/Respondent :
:

**CONSENT ORDER / STIPULATION AGREEMENT SETTLING
MOTION FOR RELIEF FROM AUTOMATIC STAY**

AND NOW, upon the Motion of Carvana, LLC (“Creditor”/ “Movant”), through its counsel, Hladik, Onorato & Federman, LLP, for relief from the automatic stay pursuant to Bankruptcy Code § 362(d) as to certain Motor Vehicle, more commonly known as a 2018 GMC Acadia, Vin #1GKKNULS2JZ245303 (the “Vehicle”), it is hereby agreed as follows:

Aquilla L Mizelle f/k/a Aquilla L Brewer (“Debtor”) acknowledges that they are due for the following post-petition regular monthly payments and amounts as follows:

Monthly Payments (11/3/20 – 2/3/21 @ \$627.00)	\$2,508.00
Attorney's fees/costs.....	\$638.00
Post-Petition Late Fees.....	\$10.00
Arrears (“Arrears”)	\$3,156.00

1. Debtor shall cure the remaining Arrears as set forth in the following manner:
 - a. Roll the **\$3,156.00** balance of the Total Arrears into and pay it through the Debtor's Chapter 13 Plan of Reorganization in order to cure this portion of the Total Arrears in addition to the current arrearage amount on Movant's Proof of Claim. Debtor's attorney shall file an Amended Plan within thirty (30) days of the entry of this Stipulation.
2. Debtor agrees to continue making the regular post-petition monthly payments to Creditor in the amount of **\$627.00**, commencing with the **03/03/2021** payment and every monthly payment thereafter.
3. Debtor shall make the regular monthly payments required to the Trustee.

4. Debtor shall send all payments due directly to Creditor at the address below:

Carvana, LLC
P.O. Box 29018
Phoenix, AZ 85038

Carvana, LLC's loan #xxxxx7401 must appear on each payment.

5. In the event Debtor fails to amend his plan or make any of the payments set forth hereinabove on or before their due dates, Creditor and/or Counsel shall give Debtor and Counsel for Debtor notice of the default. If Debtor does not cure the default within ten (10) days of the notice, upon Certification of Default to the Court, and request for Order, with a copy to Debtor and Counsel for Debtor, Creditor shall be entitled to the entry of an order for relief from the bankruptcy stay.

6. The failure by the Creditor, at any time, to file a Certification of Default upon default by the Debtors shall not be construed, nor shall such failure act, as a waiver of any of Creditor's rights hereunder.

7. Upon issuance of the aforesaid Order, the parties hereto further agree that Creditor may proceed in state court to exercise all rights and remedies available to it as a under state and federal law including, but not limited to, Movant's ability to repossess the Vehicle pursuant to the Contract and allow Movant or any other purchaser at auction for its enforcement of and its right to possession of, title to, and/or purchase of the Vehicle.

8. In the event Debtor converts to a bankruptcy under Chapter 7 of the Bankruptcy Code then Debtor shall pay all pre-petition arrears and post-petition arrears within 10 days from the date the case is converted. If Debtor fails to make payments in accordance with this paragraph then the Creditor, through Counsel, may file a certification setting forth said failure and the Creditor shall be granted immediate relief from the automatic stay.

9. It is further agreed that the 14-day stay provided by Rule 4001(a)(3) is hereby waived.

10. The undersigned parties request that the Court enter an Order approving this Consent Order/Stipulation and the terms therein.

By signing this Stipulation, Counsel for Debtor represents that the Debtor is familiar with and understands the terms of this Stipulation and agrees to said terms regardless of whether the Debtor has actually signed this Stipulation. Seen and agreed by the parties on the date set forth below:

/s/ Antonio, Bonanni

Antonio, Bonanni, Esquire
Counsel for Creditor

Date: 01/29/2021

/s/


Mitchell Lee Chambers, Esquire
Counsel for Debtor

Date: 2/15/21

/s/ LeeAne O. Huggins

William C. Miller, Esquire
Trustee
Date: February 22, 2021

No Objection - Without Prejudice to Any
Trustee Rights or Remedies

AND NOW, this _____ day of _____, 2021, it is hereby ORDERED
that this Stipulation Agreement between the parties is hereby approved.

Honorable Magdeline D. Coleman
Chief U.S. Bankruptcy Judge